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John T. Lenahan
Assistant General Counsel

January 17, 1997

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF SECRETARY

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF SECRETARY

Mr. William F. Caton
Acting Secretary
Federal Communications Commission
Room 222
1919 M Street, NW
Washington, D.C. 20554

Re: CC Docket No. 97-1, Supplemental Filing in
connection with Application by Ameritech Michigan
Pursuant to Section 271 of the Communications Act

Dear Mr. Caton:

Enclosed please find an original plus six copies of Ameritech Michigan's Supplemental filing, which contains information that supplements or modifies Ameritech Michigan's Application to Provide In-region, InterLATA services in the State of Michigan, which was filed with the Commission on January 2, 1997. Ameritech Michigan's initial Application totaled well over 4000 pages and included four volumes of supporting documentation. The information attached hereto supplements or modifies Ameritech Michigan's initial Application in three principal respects.

First, this Supplemental Filing corrects various minor omissions in Volume 1 of Ameritech Michigan's initial Application, which included each of Ameritech Michigan's Approved Section 252 Interconnection Agreements. To facilitate the Commission's review, we have included complete certified copies of the Interconnection Agreements on file with the Michigan Public Service Commission (MPSC) to replace the Interconnection Agreements in Volumes 1.2, 1.3, 1.4, 1.5 and 1.6. In addition, for each agreement, we have listed the materials included in this Supplemental Filing that were inadvertently omitted from the Initial Filing. (See Supplemental Volume 1.)

No. of Copies rec'd 47
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Second, as described herein, events subsequent to the January 2, 1997 filing necessitated that the Interconnection Agreement between Ameritech Michigan and AT&T be refiled with the MPSC. This Supplemental Filing includes the approved Ameritech Michigan/AT&T Interconnection Agreement filed by Ameritech Michigan with the MPSC on January 16, 1997, and should replace the Interconnection agreement in Volume 1.1. As described in Supplemental Volume 1.1, the attached AT&T/Ameritech Michigan Interconnection Agreement includes Schedule 2.1.1, which had been omitted from the initial filing. In addition, minor additions have been made to Schedules 10.3.1, 16.10 and 30.19. Finally, the Pricing Schedule has been conformed to the MPSC Arbitration Order dated November 26, 1996. Because the Affidavit of William C. Palmer (Volume 2.7) relied, in part, on the December 26, 1996 AT&T/Ameritech Michigan Interconnection Agreement, these contract changes necessitated certain revisions to the Palmer Affidavit. Accordingly, this Supplemental Filing includes a modified version of the Affidavit of William C. Palmer, which reflects those changes, and, therefore, replaces the Palmer Affidavit included with the initial Application.

As explained in the revised Palmer Affidavit, the AT&T/Ameritech Michigan Interconnection Agreement that Ameritech Michigan filed on January 2, included certain pricing terms to which we believe AT&T had agreed prior to the January 2 filing. Specifically, it included TELRIC-based prices for certain elements, products, and services for which the MPSC did not establish interim rates in the AT&T/Ameritech Michigan arbitration proceeding. In addition, it offered AT&T the option of using TELRIC-based rates in lieu of FCC access tariff rates in those instances in which the MPSC prescribed FCC access tariff rates as interim rates in the arbitration decision. These TELRIC-based rates were determined in accordance with the methodology used by the MPSC in establishing interim rates for other elements, products, and services and, as noted, we believe that AT&T had agreed to them.

Subsequent to Ameritech Michigan's filing on January 2, 1997, however, without claiming that the rate levels were too high, AT&T advised that the pricing modifications in the December 26, 1996 agreement were the product of a misunderstanding. In addition, MPSC Staff has indicated that, insofar as these negotiated prices were not considered in the AT&T/Ameritech Michigan arbitration order, they cannot yet be part of the AT&T/Michigan Interconnection Agreement approved on November 26, 1996. In light of these developments, Ameritech Michigan filed the AT&T/Ameritech Michigan Interconnection Agreement on

Mr. William F. Caton
January 17, 1997
Page 3

January 16, 1997 that reflects only the MPSC arbitration decision, and not what Ameritech Michigan believes was a subsequent agreement with AT&T.

Third, this Supplemental Filing includes filings that were docketed or made with the MPSC subsequent to January 2, in MPSC Case No. U-11104, which is addressing Ameritech Michigan's compliance with Section 271. These additional filings are included in Volume 4.

In order to avoid any concerns or arguments about the effect of this filing on the Commission's schedule for considering this Application, Ameritech Michigan believes it appropriate, and accordingly requests, that the Commission restart the 90-day review process as a result of this Supplemental Filing. See FCC Public Notice, Procedures for Bell Operating Company Applications Under New Section 271 of the Communications Act, FCC 96-469, December 6, 1996, at 2.

Also, attached hereto is an affidavit signed by a duly authorized employee certifying that all information supplied in the Application and this Supplemental Filing is true and accurate.

We have enclosed a computer diskette containing the revised Palmer Affidavit. Ameritech will also post this electronic filing on its internet home page. In addition, we have filed a complete copy of this Supplemental Filing with ITS, Inc., 2100 M Street, N.W., Suite 140, Washington, D.C. Further enclosed are two additional copies of the Application, to be file-stamped and returned to Ameritech Michigan.

Please contact me if we can be of any further assistance.

Sincerely,

A handwritten signature in cursive script that reads "John T. Lenahan".

John T. Lenahan

JTL:ag

cc: U.S. Department of Justice
Michigan Public Service Commission

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

In the Matter of

Application by Ameritech)	
Michigan)	
Pursuant to Section 271)	CC Docket No. 97-1
of the Telecommunications)	
Act of 1996 to Provide)	
In-Region, InterLATA)	
Services in Michigan)	

AFFIDAVIT

I hereby certify that all information supplied in Ameritech Michigan's Application to Provide In-region, interLATA services in the State of Michigan dated January 2, 1997, as supplemented or modified on January 7th and January 17, 1997, is true and accurate.

NAME

John T. Senak

TITLE

Assistant General Counsel

Subscribed and sworn to before me
this 17th day of January, 1997.

Julia A. Kennedy

Julia A. Kennedy
Notary Public District of Columbia
My Commission Expires January 14, 1999

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF SECRETARY

In the Matter of

Application of Ameritech
Michigan Pursuant to Section
271 of the Telecommunications
Act of 1996 to Provide In-
Region, InterLATA Services in
Michigan

CC Docket No. 97-1

Supplemental Filing

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of

Application of Ameritech
Michigan Pursuant to Section
271 of the Telecommunications
Act of 1996 to Provide In-
Region. InterLATA Services in
Michigan

CC Docket No. _____

Listing of Materials Included in Supplemental Filing
not in Initial Filing
for Volume 1.1

1. Schedule 2.1.1, the AT&T Implementation Schedule.
2. Revised Schedules 10.3.1 regarding grandfathered and sunsetted services, 16.10 regarding 3D and condo agreements and Schedule 30.19 regarding preexisting arrangements.
3. Revised Pricing Schedule conformed to MPSC Arbitration Order dated November 26, 1996.

SENT BY:

1-16-97 ; 3:11PM ;

-MAYER. BROWN & PLATT;# 2

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WASHINGTON, D.C.
CHICAGO, ILLINOIS

January 16, 1997

Hand Delivery

Ms. Dorothy F. Wideman
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way
Lansing, MI 48909

MICHIGAN PUBLIC SERVICE
FILED

JAN 16 1997

COMMISSION

Re: Petition for Arbitration of Interconnection Terms, Conditions
and Prices from AT&T Communications of Michigan, Inc.
Case No. U-11151 and U-11152

Dear Ms. Wideman:

Enclosed please find an original and 15 copies of Ameritech Michigan's Interconnection Agreement. This Interconnection Agreement supercedes Ameritech Michigan's previous filings of December 6 and 26, 1996. The enclosed filing is identical to the December 26, 1996 filing except for slight modifications to Schedules 10.3.1 (grandfathered and sunsetted services), 16.10 (3D and condo agreements), and 30.19 (preexisting arrangements). In order to strictly conform with the Commission's November 26, 1996 Order, the Pricing Schedule has also been modified to include interim rates as established in the Commission's Order in Case Nos. U-11155 and U-11156. Further, all negotiated prices in the December 26, 1996 Pricing Schedule have been removed. An amendment to the interconnection agreement containing the negotiated prices has been provided to AT&T and will be submitted to the Commission at the appropriate time.

In accordance with the express terms of the Commission's November 26, 1996 Order, Ameritech Michigan understands that the enclosed Interconnection Agreement is thereby fully approved by the Commission and will be made available for public inspection and to other telecommunications carriers pursuant to Sections 252(h) and (i) of the Telecommunications Act of 1996.

SENT BY:

1-16-97 ; 3:11PM ;

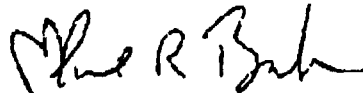
-MAYER. BROWN & PLATT;# 3

DICKINSON, WRIGHT, MOON, VAN OUSEN & FREEMAN

Ms. Dorothy F. Wideman
January 16, 1997
Page 2

If you have any questions, please do not hesitate to contact me.

Very truly yours,

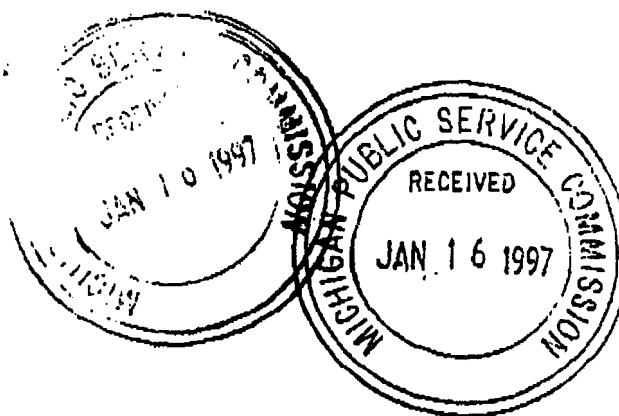


Edward R. Becker

ERB:jrb
Enclosure

cc: Arthur Levasseur, Esq. (w/ encl)
Larry Salustro, Esq. (w/ encl)

AA00A7666P 34060/3 L501 123717-1



INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996

Dated as of January __, 1997

MICHIGAN PUBLIC SERVICE
FILED

by and between

JAN 16 1997

AMERITECH INFORMATION INDUSTRY SERVICES,
a division of Ameritech Services, Inc.
on behalf of and as agent for Ameritech Michigan

COMMISSION

and

AT&T COMMUNICATIONS OF MICHIGAN, INC.

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**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252
OF THE TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement"), is effective as of the ____ day of January, 1997 (the "Effective Date"), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654, on behalf of and as agent for Ameritech Michigan (Ameritech Michigan referred to herein as "Ameritech") and AT&T Communications of Michigan, Inc., an Michigan corporation with offices at 227 West Monroe Street, 13th Floor, Chicago, Illinois 60606 ("AT&T").

RECITALS

A. Ameritech is an Incumbent Local Exchange Carrier as defined by the Act, authorized to provide certain Telecommunications Services within Michigan.

B. Ameritech is engaged in the business of providing, among other things, local Telephone Exchange Service within Michigan.

C. AT&T has been granted authority to provide certain local Telephone Exchange Services within Michigan and is a Local Exchange Carrier as defined by the Act.

D. The Parties desire to Interconnect their telecommunications networks and facilities to comply with the Act, and exchange traffic so that their respective residential and business Customers may communicate with each other over, between and through such networks and facilities.

E. The Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other Telecommunications Services as required by the Act as set forth herein.

NOW, THEREFORE, in consideration of the mutual premises and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AT&T and Ameritech hereby agree as follows:

ARTICLE I DEFINITIONS AND CONSTRUCTION

1.1 Structure.

This Agreement includes certain Exhibits and Schedules which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

1.2 Defined Terms. Capitalized terms used in this Agreement shall have the respective meanings specified in Schedule 1.2 or as defined elsewhere in this Agreement.

1.3 Interpretation.

- (a) The definitions in Schedule 1.2 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party.
- (b) References herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require.
- (c) The headings of the Articles, Sections, Exhibits and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- (d) Unless the context shall otherwise require, any reference to any agreement, other instrument (including Ameritech, AT&T or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).
- (e) In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

1.4 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

1.5 Regional Matters.

- (a) AT&T Corp. has a regional administrative structure in which its central region ("**Region**") comprises the states of Illinois, Ohio, Indiana, Michigan and Wisconsin, states in which Ameritech Michigan and its Affiliates conduct business operations and in which Ameritech Michigan and certain of its Affiliates are Incumbent Local Exchange Carriers. Ameritech Michigan and AT&T Communications of Michigan, Inc. currently perform, or cause their Affiliates to perform, administrative and specialized business operations on a centralized basis in the Region.
- (b) The Parties shall cooperate in the administration and performance of this Agreement and any other agreements between the Parties and their Affiliates approved under Section 252 of the Act relating to the Parties' provision of Telecommunications Services in the Region (the "**Regional Interconnection Agreements**") so that the following are accomplished:
 - (1) Whenever this Agreement requires a procedure for deployment of the relevant facilities, services and functions, including formation of an Implementation Team and the development of an Implementation Plan, the Parties shall, to the maximum extent practicable in light of local state differences, use a single Implementation Team to develop a single Implementation Plan which will satisfy the requirements of all Regional Interconnection Agreements. Except as necessary to accommodate individual state differences or requirements, meetings of the Implementation Team shall be held in Chicago, Illinois; and
 - (2) The Parties agree that they will use their best efforts to maintain single points of contact and operational interfaces for all Regional Interconnection Agreements.

ARTICLE II GENERAL SERVICE RELATED PROVISIONS

2.1 Interconnection Activation Date.

Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to Articles III and IV for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, and Interconnection of the Parties' facilities and equipment to provide AT&T access to Ameritech's unbundled Network Elements pursuant to Article IX, shall be established on or before the corresponding "Interconnection Activation Date" shown for each LATA and Wire Center set forth on Schedule 2.1. The Parties shall refine estimated Interconnection Activation Dates and identify additional Interconnection Activation Dates using the principles set forth in Section 3.4.4. Schedule 2.1 may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the Interconnection of additional LATAs and Wire Centers by attaching one or more supplementary schedules to such Schedule.

2.2 Bona Fide Request.

Any request by AT&T for certain services, including features, capabilities, functionality, Network Elements or Combinations that are not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to the Bona Fide Request process set forth on Schedule 2.2.

2.3 Technical References.

Technical References that describe the practices, procedures and specifications for certain services (and the applicable interfaces relating thereto) are listed on Schedule 2.3 (the "Technical Reference Schedule") to assist the Parties in meeting their respective responsibilities hereunder.

2.4 Use of Services.

Subject to the requirements of this Agreement, the Act, the Commission and the FCC, AT&T may, subject to the payment to Ameritech of all applicable charges, add to, delete from or change a purchased Resale Service or Network Element in the provision of service to its Customer.

ARTICLE III INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

3.1 Scope.

Article III describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective business and residential Customers of the Parties pursuant to Section 251(c)(2) of the Act. Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic. **Articles IV** and **V** prescribe the specific logical trunk groups (and traffic routing parameters) which will be configured over the physical Interconnections described in this **Article III** related to the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture.

3.2 Interconnection Points and Methods.

3.2.1 In each LATA identified on **Schedule 2.1**, AT&T and Ameritech shall Interconnect their networks at the correspondingly identified Ameritech and AT&T Wire Centers on **Schedule 2.1** for the transmission and routing within that LATA of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act.

3.2.2 Interconnection in each LATA shall be accomplished at any technically feasible point within the Parties' networks through either (i) Collocation in Ameritech's Wire Centers as provided in **Article XII** or (ii) any other Interconnection method to which the Parties may agree in advance of the applicable Interconnection Activation Date for a given LATA and which is consistent with the Act, including a Fiber-Meet as provided in **Section 3.3**. Notwithstanding the foregoing, as provided in Section 251(c)(2) of the Act, AT&T, at its option, may request Interconnection of its facilities and equipment to Ameritech's network at any technically feasible point in Ameritech's network including a mid-span meet arrangement at any transmission rate for a Telecommunications Service that Ameritech offers to itself, its subsidiaries, its Affiliates or other persons.

3.2.3 If AT&T elects Collocation as an Interconnection method or elects a network architecture that requires Ameritech to Interconnect with AT&T's facilities via Collocation, AT&T agrees to provide to Ameritech Collocation for purposes of that Interconnection on a nondiscriminatory basis and on rates, terms and conditions to be negotiated by the Parties under a separate agreement that are no less favorable than AT&T provides to other similarly situated Telecommunications Carriers.

3.3 Fiber-Meet.

3.3.1 If the Parties Interconnect their networks pursuant to a Fiber-Meet, the Parties shall jointly engineer and operate a single Synchronous Optical Network ("SONET") transmission system. Unless otherwise mutually agreed, this SONET transmission system shall be configured as illustrated in Exhibit A, and engineered, installed, and maintained as described in this Article III and in the Plan (as defined in Section 8.1).

3.3.2 Ameritech shall, wholly at its own expense, procure, install and maintain Optical Line Terminating Multiplexor ("OLTM") equipment in the Ameritech Interconnection Wire Center ("AIWC") identified for each LATA set forth on Schedule 2.1, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Articles IV and V.

3.3.3 AT&T shall, wholly at its own expense, procure, install and maintain the OLTM equipment in the AT&T Interconnection Wire Center ("ATIWC") identified for that LATA in Schedule 2.1, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Articles IV and V.

3.3.4 Ameritech shall designate a manhole or other suitable entry-way immediately outside the AIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable AT&T to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the AIWC. AT&T shall deliver and maintain such strands wholly at its own expense. Upon verbal request by AT&T to Ameritech, Ameritech will allow AT&T access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after Ameritech's receipt of such request.

3.3.5 AT&T shall designate a manhole or other suitable entry-way immediately outside the ATIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Ameritech to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the ATIWC. Ameritech shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Ameritech to AT&T, AT&T will allow Ameritech access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after AT&T's receipt of such request.

3.3.6 AT&T shall pull the fiber optic strands from the AT&T-designated manhole/entry-way into the ATIWC and through appropriate internal conduits AT&T utilizes for fiber optic facilities, and shall connect the Ameritech strands to the OLTM equipment AT&T has installed in the ATIWC.

3.3.7 Ameritech shall pull the fiber optic strands from the Ameritech-designated manhole/entry-way into the AIWC and through appropriate internal conduits Ameritech utilizes

for fiber optic facilities and shall connect the AT&T strands to the OLTM equipment Ameritech has installed in the AIWC.

3.3.8 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter that Party's Wire Center through a point separate from that through which such Party's own fiber exited.

3.3.9 For Fiber-Meet arrangements, each Party will be responsible for (i) providing its own transport facilities to the Fiber-Meet in accordance with the Plan and (ii) the cost to build-out its facilities to such Fiber-Meet.

3.4 Interconnection in Additional LATAs.

3.4.1 If AT&T determines to offer Telephone Exchange Services within Ameritech's service areas in any additional LATA, AT&T shall provide written notice to Ameritech of its need to establish Interconnection in such LATA pursuant to this Agreement.

3.4.2 The notice provided in Section 3.4.1 shall include (i) the initial Wire Centers AT&T has designated in the new LATA; (ii) AT&T's requested Interconnection Activation Date; and (iii) a non-binding forecast of AT&T's trunking requirements.

3.4.3 Unless otherwise agreed by the Parties, the Parties shall designate the Wire Center AT&T has identified as its initial Routing Point in the LATA as the ATIWC in that LATA and shall designate the Ameritech Tandem Office Wire Center within the LATA nearest to the ATIWC (as measured in airline miles utilizing the V&H coordinates method) as the AIWC in that LATA.

3.4.4 The Interconnection Activation Date in each new LATA shall be mutually established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors. The Parties acknowledge that, as of the Effective Date, the average interval to establish Interconnection via Collocation or Fiber-Meet is one hundred fifty (150) days. Within ten (10) Business Days of Ameritech's receipt of AT&T's notice specified in Section 3.4.1, Ameritech and AT&T shall confirm the AIWCs, the ATIWCs and the Interconnection Activation Date for the new LATA by attaching a supplementary schedule to Schedule 2.1.

3.5 **Additional Interconnection in Existing LATAs.** If AT&T deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional Ameritech Central Offices, AT&T shall be entitled, upon written notice thereof to Ameritech, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection. If Ameritech deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional AT&T Central Offices, Ameritech shall be entitled, upon written notice thereof to AT&T, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such

Interconnection. If either Party establishes an additional Tandem Switch in a given LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate trunk group connections and the sub-tending arrangements relating to Tandem Switches and End Offices which serve the other Party's Customers within the Exchange Areas served by such Tandem Switches.

3.6 Nondiscriminatory Interconnection. Interconnection shall be equal in quality to that provided by the Parties to themselves or any subsidiary, Affiliate or other person. For purposes of this Section 3.6, "equal in quality" means the same technical criteria and service standards that a Party uses within its own network. If AT&T requests an Interconnection that is of a different quality than that provided by Ameritech to itself or any subsidiary, Affiliate or other person, such request shall be treated as a Bona Fide Request and established upon rates, terms and conditions consistent with the Act.

3.7 Network Management.

3.7.1 AT&T and Ameritech shall work cooperatively to install and maintain a reliable network. AT&T and Ameritech shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

3.7.2 AT&T and Ameritech shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

3.8 Standards of Performance.

3.8.1 Each Party shall provide the other Party Interconnection (i) in accordance with Section 3.6 as determined by this Section 3.8 and (ii) as required by the Commission (collectively, the "Interconnection Performance Benchmarks").

3.8.2 To determine a Party's compliance with the Interconnection Performance Benchmarks, each Party shall maintain separate records of the specific criteria listed on Schedule 3.8 (each, an "Interconnection Performance Activity") relating to Interconnection that it provides to itself, its subsidiaries, and Affiliates (the "Providing Party's Interconnection Records") and to other LECs (the "Other LEC Interconnection Records") and parallel records of the Interconnection that the Providing Party provides to the other Party (the "Other Party's Interconnection Records") and shall use the methods described in Schedule 3.8 to calculate Interconnection Performance Activity and determine compliance with such Interconnection Performance Activity and with such additional criteria to which the Parties may agree upon, including those regarding Ameritech's compliance with different performance levels and intervals requested by AT&T and provided by Ameritech pursuant to Section 3.6 and a Bona Fide Request.

3.8.3 The Providing Party shall provide to the Other Party for each calendar month (a "Reporting Period"), by the twenty-second (22nd) day of the following month, in a self-reporting format, the Providing Party's Interconnection Records, the Other LEC Interconnection Records and the Other Party's Interconnection Records so that the Parties can determine the Providing Party's compliance with the Interconnection Performance Benchmarks. If (i) the Providing Party fails to comply with an Interconnection Performance Benchmark with respect to an Interconnection Performance Activity for a Reporting Period, (ii) the sample size of the Interconnection Performance Activity measured for such Reporting Period is statistically valid and (iii) the amount by which the applicable Interconnection Performance Activity deviates from the corresponding Interconnection Performance Benchmark is statistically significant, then the Providing Party shall have committed a "Specified Performance Breach". Notwithstanding anything to the contrary in this Section 3.8, the Parties acknowledge that (x) the Providing Party shall not be required to provide to the other Party those Other LEC Interconnection Records that correspond to and measure levels of quality and performance levels and intervals of Interconnection that are requested by an Other LEC pursuant to 47 C.F.R. §51.305(a)(4); (y) the Other LEC Interconnection Records shall be provided to the other Party on an aggregate basis and (z) such Other LEC Interconnection Records shall be provided to the other Party in a manner that preserves the confidentiality of each other LEC and any of such LEC's proprietary information (including CPNI).

3.8.4 In no event shall the Providing Party be deemed to have committed a Specified Performance Breach if the Providing Party's failure to meet or exceed an Interconnection Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents the Providing Party from performing a certain function or action that affects an Interconnection Performance Activity, then such occurrence shall be excluded from the calculation of such Interconnection Performance Activity and the determination of the Providing Party's compliance with the applicable Interconnection Performance Benchmark or (ii) only suspends the Providing Party's ability to timely perform such Interconnection Performance Activity, then the applicable time frame in which the Providing Party's compliance with the Interconnection Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

3.8.5 Upon the occurrence of a Specified Performance Breach by the Providing Party, the other Party may forego the dispute escalation procedures set forth in Section 28.3 and (i) bring an action against the Providing Party in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Sections 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under Applicable Law.

3.8.6 The other Party shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that the Providing Party offers Credit Allowances to its Customers, including those described on Schedule 10.9.6.